

OKLAHOMA DEPARTMENT OF COMMERCE



SEP IMPLEMENTATION MANUAL

The purpose of the State Energy Program (SEP) Contractors Implementation Manual (Manual) is to provide a single source document for locating financial and programmatic information on the SEP Program. The three major purposes of the Manual are:

- To provide potential contractors/grantees/contractors the special terms and conditions by the U.S. Department of Energy (DOE), the SEP Funder;
- To describe in detail the laws, rules and regulations that govern the implementation of specific awarded projects; and
- To describe in detail the processes, guidelines, and tools that will be utilized by the Oklahoma Department of Commerce (ODOC) Program Planner, when overseeing and monitoring and individual project.

Awarded Bidders, Grantees, and Applicants hereinafter is referred as Contractors new to the SEP program will find it useful to read the manual as part of an orientation process. Should there be any questions regarding this manual or program, please contact the following Oklahoma Department of Commerce Community Development State Energy Office Team Staff:

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SPECIAL TERMS AND CONDITIONS

The following are incorporated into this Award by reference:

- Applicable program regulations, including 10 CFR Part 420 – State Energy Program at <http://eCFR.gov>
- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Assurances to be incorporated as Award Terms in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Contractor's application/proposal as approved by the Oklahoma Department of Commerce-State Energy Program (ODOC-SEP).

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SUBPART A. – GENERAL PROVISIONS

TERM 1 – LEGAL AUTHORITY AND EFFECT

- a. The Department of Energy (DOE) State Energy Program (SEP) award is valid only if it executed, either in writing or electronically, by the Oklahoma Department of Commerce (ODOC) and the awarded bidder, hereinafter is referred as Contractor.
- b. The Contractor may accept or reject the Award. Acknowledgement via OKGrants System by the Contractor's authorized representative constitutes the Contractor's electronic signature and acceptance of the terms and conditions of the Awarded Funds.

TERM 2 – FLOW DOWN REQUIREMENT

- a. The Contractor agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subcontractors (and subcontractors, as appropriate) as required by 2 CFR 200.101 and to require their strict compliance therewith. Further, the Contractor must apply this Award terms as required by 2 CFR 200.326 to all subcontractors (and subcontractors, as appropriate) and to require their strict compliance therewith.

TERM 3 – COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAW

- a. The Contractor is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Contractor is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

TERM 4 – INCONSISTENCY WITH FEDERAL LAW

- a. Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the **ODOC SENIOR ENERGY PROGRAM MANAGER** for guidance.

TERM 5 – FEDERAL STEWARDSHIP

- a. ODOC-SEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting the project on-site and/or desk-top monitoring in the agreement period; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished. See APPENDICES for the DESK-TOP MONITORING CHECKLIST.

TERM 6 – CONTRACTOR INVOLVEMENT

- a. **REVIEW MEETINGS:** The Contractor, including but not limited to, the staff and contractors involved with the project (project manager, claim reimbursement/financial staff, and etc.), is required to participate in periodic review meetings with ODOC-SEP. Review meetings enable ODOC-SEP to assess the work performed under this Award and determine whether the Contractor has timely achieved the technical milestones and deliverables stated in the Request for Proposal/Awarded application.
- b. ODOC-SEP shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. ODOC-SEP will provide the Contractor with reasonable notice of the review meetings.
- c. For each review meeting, the Contractor is required to provide the comprehensive overview of the project including: Technical Status, Expenditures/Budget, Milestone Status and other Subject Matter specified by the ODOC Sr. Energy Program Manager.
- d. **PROJECT MEETINGS:** The Contractor is required to notify ODOC-SEP in advance, if applicable otherwise provide notes, of internal project meetings that would entail discussion of topics that could result in major changes to the baseline project scope/approach, cost, or schedule. Upon request by ODOC-SEP, the Contractor is required to provide ODOC-SEP with reasonable access (by telephone, webinar, or otherwise) to the project meetings. The Contractor is not expected to delay any work under this Award for the purpose of ODOC-SEP insight.
- e. **ON-SITE MONITORING** - ODOC-SEP authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Contractor must provide, and must require subcontractors to provide,

reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

- f. On-site monitoring notice will be emailed to the Contractor's Authorized Official defined in the Contractual Agreement.
- g. ODOC – SEP ACCESS - The Contractor must provide any information, documents, site access, or other assistance requested by ODOC-SEP for the purpose of project oversight.

TERM 7 – NEPA REQUIREMENTS

- a. AUTHORIZATION - The contractor must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. ODOC-SEP has determined that activities that fall under the bounded categories, "NEPA Determination" are categorically excluded and require no further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project. The Contractor is thereby authorized to use current Program Year Federal funds for project activities that fall within the bounded categories, subject to the "Conditions" listed below.
- b. CONDITIONS:
 - 1) The activities must comply with the restrictions set forth for each of the bounded categories;
 - 2) As set forth in Term 8 "Historic Preservation", the Contractor must comply with Section 106 of the National Historic Preservation Act (NHPA) consistent with DOE's 2009 letter of delegation of authority regarding the NHPA;
 - 3) This authorization does not include activities where the following elements exist: extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project;
 - 4) The Contractor must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 C.F.R. Part 1021) as they relate to a particular project; and
 - 5) The Contractor must document in writing its review of projects to determine there are no extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project and compliance with Section 106 of the National Historic Preservation Act (NHPA), as applicable;
 - 6) The Contractor must document that project activities do not occur in a floodplain or wetland. If the project activities do occur in a floodplain or wetland, (except those under Bounded Categories in the Program Year 2019 SEP Formula Guidance), those project activities are subject to additional NEPA review and approval by DOE.
- c. MODIFICATIONS/ACTIVITIES OUTSIDE THE BOUNDED CATEGORIES - If the Contractor later intends to undertake activities/projects that do not fall within the bounded categories, those activities/projects are subject to additional NEPA review by DOE and are not authorized for Federal funding unless and until the Contracting Officer provides written authorization on those additions or modifications. Should the Contractor elect to undertake activities/projects prior to written authorization from the Contracting Officer, the Contractor does so at risk of not receiving Federal funding for those activities/projects, and such costs may not be recognized as allowable cost match.

TERM 8 – HISTORIC PRESERVATION

- a. Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the contractor must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://ncshpo.org/>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>

TERM 9 – PERFORMANCE OF WORK IN UNITED STATES

- a. All work performed under this Award must be performed in the United States. This requirement does not apply to the purchase of supplies and equipment; however, the Contractor should make every effort to purchase supplies and equipment within the United States. The contractor must flow down this requirement to its subcontractors.
- b. Failure to comply with the Performance of Work in United States requirement may result in denial of reimbursement for work conducted.

TERM 10 – NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

- a. It is the sense of the U.S. Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

TERM 11 – REPORTING REQUIREMENTS

- a. REQUIREMENT - The reporting requirements for this Award are identified on the ODOC-SEP Reporting Checklist, documented in the Appendices. A quarterly report is due by the 20th following each quarter (October, January, April, and July).
- b. Failure to comply with the reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- c. DISSEMINATION OF TECHNICAL REPORTS - The project information, documents provided to ODOC-SEP shall be considered a public domain and can be disseminated accordingly.

TERM 12 - LOBBYING

- a. By accepting funds under this Award, the Contractor agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

TERM 13 - PUBLICATIONS

- a. No material produced, in whole or in part, under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
- b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:
 - 1) This (type of material) was financed in whole or in part by funds (from source in Part I) as administered by the Oklahoma Department of Commerce.
 - 2) Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

TERM 14 – NO-COST EXTENSION

- a. The project completion must be within the agreement period. No-cost extension will be permitted.

TERM 15 – PROPERTY STANDARDS

- a. The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for acquired by Contractors with Federal Funding.

TERM 16 – INSURANCE COVERAGE

- a. See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment acquired by Contractors with Federal Funding.

TERM 17 – REAL PROPERTY DISPOSAL

- a. Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.
- b. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from ODOC-SEP. The instructions must provide for one of the following alternatives: (a) retain title after compensating DOE via ODOC-SEP as described in 2 CFR 200.311(c)(1);(b) Sell the property and compensate DOE via ODOC-SEP as specified in 2 CFR 200.311(c)(2); or (c) transfer title to DOE via ODOC-SEP or to a third party designated/approved by DOE via ODOC-SEP as specified in 2 CFR 200.311(c)(3).
- c. See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit contractors.

TERM 18 - EQUIPMENT

- a. Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 unless the contractor has statutory authority, procedure to dispose of the property by alternative methods before disposing of the property.

TERM 19 – SUPPLIES

- a. See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

TERM 20 – PROPERTY TRUST RELATIONSHIP

- a. Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

TERM 21 – RECORD RETENTION

- a. Consistent with 2 CFR 200.333 through 200.337, the Contractor is required to retain records relating to this Award.
- b. The Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Contractor shall permit authorized representatives of the State of Oklahoma and the federal government to have full access to and the right to fully examine all such materials.

TERM 22 - AUDITS

- a. The Contractor is required to provide any information, documents, site access, or other assistance requested by ODOC-SEP, DOE, and other Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Contractor's records relating to this Award.
- b. Consistent with 2 CFR part 200 as amended by 2 CFR part 910, ODOC-SEP may audit the Contractor's financial records or administrative records relating to this Award at any time.
- c. ODOC-SEP will conduct a monitoring before the end of the Contractual Period (or the termination of the Award, if applicable.)
- d. Upon completion of the monitoring, the Contractor is required to refund to ODOC-SEP any payments for costs that were determined to be unallowable. If the monitoring has not been performed or completed prior to the closeout of the award, ODOC-SEP retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final monitor
- e. ODOC-SEP will provide reasonable advance notice of monitoring (at minimum 30-days) and will minimize interference with ongoing work, to the maximum extent practical.
- f. Annual Independent Audits (Single Audit or Compliance Audit).
The Contractor is required to comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit). The annual independent audits are separate from Government-initiated audits discussed in paragraph A of this Term, and must be paid for by the Contractor. To minimize expense, the Contractor may have a compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is not a substitute for the compliance audit. If the audit (Single audit or Compliance audit, depending on Contractor entity type) has not been performed or completed prior to the closeout of the award, DOE via ODOC-SEP may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

SUBPART B. – FINANCIAL PROVISIONS

TERM 23 – MAXIMUM OBLIGATION

- a. The maximum obligation of ODOC-SEP for the Award is the total "Funds Obligated" stated in Agreement to the Award.

TERM 24 – CONTINUATION APPLICATION AND FUNDING

- a. Not applicable to grant-funded projects.

TERM 25 – COST MATCHING

- a. Total Estimated Project Cost is the sum of the Federal Government share and Contractor match of the estimated project costs. The Contractor's cost match must come from non-Federal sources unless otherwise allowed by law. Cash and in-kind contributions used to meet the matching contribution requirement are subject to the limitations on expenditures described in 10 CFR 420.18(a), but are not subject to the 20 percent limitation in 10 CFR 420.18(b).
- b. By accepting Federal funds under this award, the Contractor agrees that it is liable for its percentage match of Federal Government share, on a budget period basis, even if the project is terminated early or is not funded to its completion.
- c. If the Contractor determines that it is unable to meet its cost sharing obligations, the Contractor must notify the ODOC Sr. Energy Program Manager in writing immediately. The notification must include the following information: (1) whether the Contractor intends to continue or phase out the project, and (2) if the Contractor intends to continue the project, how the Contractor will pay (or secure replacement funding for) the Contractor's share of the total project cost.
- d. If the Contractor fails to meet its cost sharing obligations, ODOC-SEP may recover some or all of the funding award provided under this Award. The amount ODOC-SEP would seek to recover under this Term would be predicated on ODOC-SEP analysis of the Contractor's compliance with their cost sharing contractual obligation.
- e. The Contractor must maintain records of all project costs that it claims as cost matching, including in-kind costs. Such records are subject to audit.

TERM 26 – REFUND OBLIGATION

- a. Not applicable to grant-funded projects. Payments are based on expenditures per a reimbursement claim.

TERM 27 – ALLOWABLE COSTS

- a. ODOC-SEP determines the allowable costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Contractor must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors and project costs that the Contractor claims as cost sharing, including in-kind contributions. The Contractor is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Contractor is required to provide such records to ODOC-SEP. Such records are subject to audit. Failure to provide ODOC-SEP adequate supporting documentation may result in a determination that those costs are unallowable.
- b. The Contractor is required to obtain the prior written approval from ODOC-SEP for any foreign travel costs.

TERM 28 – INDIRECT COSTS

- a. If the contractor budgets Indirect Costs, a current Federally approved negotiated indirect cost rate agreement applicable uniformly across all Federal awards must be submitted during the contracting process. These costs shall be trueed up (actual incurred costs) on an annual basis with the Contractor's cognizant agency.
- b. LOWER-THAN-EXPECTED INDIRECT COSTS - If the Contractor's actual allowable indirect costs are less than those budgeted to this Award, the Contractor may use the difference to pay additional allowable direct costs during the project period. If annual true up reveals that the Government share of total allowable incurred indirect costs is less than the cost reimbursed, the Contractor must refund the difference as soon as costs are reconciled.
- c. HIGHER-THAN-EXPECTED INDIRECT COSTS - The Contractor understands that it is solely and exclusively responsible for managing its indirect costs. The Contractor further understands that ODOC-SEP will not amend this Award solely to provide additional funds to cover increases in the Contractor's indirect cost rate.
- d. ODOC-SEP recognizes that the Contractor may not be fully reimbursed for increases in its indirect cost rate, which may result in under-recovery. In the event that the Contractor is not fully reimbursed for increases in its indirect cost rate, the Contractor may use any under-recovery to meet its cost sharing obligations under this Award, with prior written approval from ODOC-SEP.
- e. SUBCONTRACTOR INDIRECT COSTS - The Contractor must ensure its subcontractor's indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this Award and 2 CFR part 200 as amended by 2 CFR part 910.

TERM 29 – DECONTAMINATION AND/ORDECOMMISSIONING (D&D) COSTS

- a. Not applicable to grant-funded projects.

TERM 30 – USE OF PROGRAM INCOME

- a. NOT-applicable for grant-funded projects.

TERM 31 – PAYMENT PROCEDURES

- a. Method of Payment. Funding under the SEP contract is on a reimbursement basis. Funds are requested via a Reimbursement Claim in OKGrants. Such requests can be made on a monthly basis, or more frequent as needed. Funds will be provided to the Contractor through Electronic Fund Transfer (EFT) following the submission of an accurate and approved Request for Reimbursement in OKGrants. It is strongly recommended that Requests for Reimbursement are done on a monthly basis. At minimum, submit a Reimbursement Claim quarterly.
- b. Payments. All payments are made by electronic funds transfer to the bank account identified on the OMES Vendor Payee Form completed during Vendor Registration.
- c. Vendors who have not registered are given time to register once they have been selected for an award. Registration can be completed online through the CPD's website at http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html.

TERM 32 – BUDGET CHANGES

- a. To change a budget, see Term 34 on budgeting in excess of 10-percent.

TERM 33 – CARRYOVER OF UNOBLIGATED BALANCES

- a. NOT-applicable to grant-funded projects.

TERM 34 – REBUDGETING IN EXCESS OF 10-PERCENT

- a. The Contractor is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved project milestones, deliverables, and budget, with prior approval from ODOC-SEP.
- b. Contractors are required to submit written notification to the ODOC-SEP of any transfer of funds among direct cost categories which exceed or are expected to exceed ten percent of the current total approved budget. Limitations on supplies and equipment as detailed in the respective year's SEP Grant.

SUBPART C – MISCELLANEOUS PROVISIONS

TERM 35 – INSOLVENCY, BANKRUPTCY, OR RECEIVERSHIP

- a. The Contractor shall immediately, but no later than five days, notify ODOC-SEP of the occurrence of any of the following events: (1) the Contractor or the Contractor's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Contractor's consent to the institution of an involuntary case under the Bankruptcy Act against the Contractor or the Contractor's parent; (3) the filing of any similar proceeding for or against the Contractor or the Contractor's parent, or the Contractor's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Contractor, under any other applicable state or Federal law; or (4) the Contractor's insolvency due to its inability to pay debts generally as they become due.
- b. Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Award.
- c. Failure of the Contractor to comply with this term may be considered a material noncompliance of this Award by the ODOC-SEP.

TERM 36 – REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

- a. NOT-applicable to grant-funded projects.

TERM 37 – SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIVERSAL IDENTIFIER REQUIREMENTS

- a. Requirement for Registration in the System for Award Management (SAM):
Contractors must maintain the currency of its information in SAM until the Contractor submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Contractor reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.
- b. If the Contractor had an active registration in the CCR, it has an active registration in SAM.
- c. Provide the bidder SAM's status. To register, check, and obtain the status, visit <https://www.sam.gov>.

TERM 38 – CERTIFICATION AND ASSURANCES

- a. Certification by the Contractor.
 - 1) The Contractor certifies and expressly agrees to be solely responsible to ensure that the use of funds received under this contract complies with all federal, State and local statutes, regulations and other legal authority, including ODOC policies and procedures that affect the use of said funds. The Contractor recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.
 - 2) The Contractor certifies that it has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

- 3) The Contractor certifies that it is in compliance with 25 O.S.§1313(B). The contractor or subcontractor must register and participate in the Status Verification System to verify information of all new employees.
- 4) In addition to the required forms for a cover page in the request for proposal Section A (Certification for Competitive Bid Form-76, Non-Collusion Certification Form-04, Vendor Payee Form, and Bidder Profile), include the U.S. Department of Energy Assurances and Certifications (Part VI-Assurances and Certifications, Standard Form 424B, Assurances – Non-Construction Programs, DOE F 1600.5, Assurance of Compliance Nondiscrimination in Federally Assisted Programs, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements, Representation of Limited Rights Data and Restricted Computer Software, and SF-LLL Disclosure of Lobbying Activities).

TERM 39 – CONFERENCE SPENDING

- a. The Contractor shall not expend any funds on a conference not directly and programmatically related to the purpose of the grant.

TERM 40 – CONTRACTOR AND PERFORMANCE MATTERS

- a. SEE TERM 11 for Reporting Requirements

TERM 41 – SEP ARRA FUNDED FINANCING PROGRAM REQUIREMENTS

- a. Applies to the SEP revolving loan funds programs and **NOT-applicable** to grant-funded projects.

APPENDICES

PROGRAM RECORDS CHECKLIST

Following is a summary of files and records that every Grant Recipient must maintain. Since the list is a summary, it does not provide detailed guidance as to all specific documentation required. See the various Requirements in this manual for specifics.

FILE	RECORDS	CHECK
Application	<ul style="list-style-type: none"> • SEP Application • Revisions • Resolution and needs Statement • Correspondence 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
ODOC Contract	<ul style="list-style-type: none"> • Contract 	<input type="checkbox"/>
Environmental Review	<ul style="list-style-type: none"> • Finding of Categorical Exclusion/Exempt from ROF • Finding of Categorical Exclusion • Environmental Statutory Checklist • Flood Plains and Wetlands • Notices, if applicable • Notice of Intent to Request Funds • Environmental Certification 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Professional Services Agreements	<ul style="list-style-type: none"> • Solicitations (if required) • Advertisements (if required) • Agreements Requests for Proposals • Evaluation/Selection Standards • Correspondence • Contract documents • Board Minutes approving contract 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Construction/Labor	<ul style="list-style-type: none"> • Bid/Contract Documents with Engineer Seal (executed copies) • DEQ Permit • Solicitation to Minority-/Women- Owned Businesses • Grant Recipient's Section 3 Affirmative Action Plan • Advertisement for Bids (tear sheet, publisher affidavit) 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

	<ul style="list-style-type: none"> • Bid Tabulation/Bid Opening Minutes • Davis – Bacon Wage Rate Determination documents • 10-Day Call Confirmation • Minutes of Pre-Construction Conference • Notice of Award • Notice to Proceed • Change Orders • Monitoring and Inspection Reports • Copy of Final Inspection • Certificate of Construction Completion • Certified Weekly Payrolls/Statement of Compliance • Payroll Deduction Authorization • Employee Interviews • Labor Standards Violations/Investigation Records • Correspondence 		
Labor Standards	<ul style="list-style-type: none"> • Staff Composition of Grantee • Local Personnel Policies • EEO Tagline on Advertisements for Bids and Employee Recruitment • Posting of Compliance Posters 		
Financial	<ul style="list-style-type: none"> • Drawdown Requests (invoices, requests for payment) • Bank Records (cancelled checks, bank statements, deposit slips, etc.) • Monthly Expenditure Reports. • All invoices and correspondence related to the SEP Grant • Purchase Orders • General Ledger 		
State Monitoring and Inspection	<ul style="list-style-type: none"> • ODOC management letters or monitoring reports • Response to ODOC management letters • Other correspondence relating to monitoring visits • Evidence clearing any monitoring findings 		

Audits	<ul style="list-style-type: none">• Documentation of selection procedures for contracting with auditor• Auditors Agreement• Audit Copy• Evidence clearing all exceptions	<table><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr></table>				
Closeout Reports	<ul style="list-style-type: none">• Final Closeout Reports	<table><tr><td></td></tr></table>				

SEP Reporting Checklist		
July		Complete?
August		Complete?
September		Complete?
30th	1st Quarter Reimbursement Claim	
October		Complete?
20th	1st Excel Quarterly Report Due Uploaded in Okgrants	
November		Complete?
December		Complete?
31st	2nd Quarter Reimbursement Claim	
January		Complete?
20th	2nd Excel Quarterly Report Due Uploaded in Okgrants	
February		Complete?
March		Complete?
30th	3rd Quarter Reimbursement Claim	
April		Complete?
20th	3rd Excel Quarterly Report Due Uploaded in Okgrants	
May		Complete?
June		Complete?
30th	4th Quarter Reimbursement Claim	
July		Complete?
20th	4th Excel Quarterly Report Due Uploaded in Okgrants	
August		Complete?
30th	Closeout Report Due	
	- Match documentation	
	-Financial Source Documentation (invoices, POs, check stubs, etc)	
	-After Pictures	
	Uploaded in Okgrants	